

Case 12-12020 (MG)

Page 36 of 269

Exhibit 1

EXHIBIT 1

1 KAREN MICHELE ROZIER
2 7957 DAHLIA CIRCLE
3 BUENA PARK, CA 90620
4 (714) 512-5740
5 *Propria Persona*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 27 2012

ALAN CARLSON, Clerk of the Court

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IN THE SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY

Karen Michele Rozier, an Individual

Plaintiff,

vs.

9 GMAC Mortgage, LLC; Mortgage Electronic
10 Registration Systems; Bank of America, National
11 Association as successor by merger to LaSalle Bank
12 National Association as Trustee for RAAC 2007RP1;
13 U.S. Bank National Association, As Trustee, As
14 Successor in Interest to Bank of America, National
15 Association, As Trustee, Successor by Merger to
16 LaSalle Bank National Association, As Trustee for
17 RAAC 2007RP1; JOHN DOES 1-97, EXECUTIVE
18 TRUSTEE SERVICES, LLC
19 Defendants.

30-2012

Case No.

00601310

VERIFIED COMPLAINT FOR INJUNCTIVE
RELIEF TO SET ASIDE TRUSTEE SALE, ENJOIN
FORECLOSURE SALE AND FRAUD FOR:

- 1) TEMPORARY AND PERMANENT INJUNCTIVE RELIEF
- 2) SET ASIDE TRUSTEE'S SALE
- 3) NEGLIGENCE
- 4) WRONGFUL FORECLOSURE
- 5) FRAUD
- 6) VIOLATION OF CALIFORNIA LAW
- 7) VIOLATION OF CAL. CIV. CODE 2924
- 8) VOID OR CANCEL TRUSTEE'S DEED UPON SALE
- 9) QUIET TITLE

JUDGE DEREK W. HUNT
DEPT. C24

1 KAREN MICHELE ROZIER
7957 DAHLIA CIRCLE
2 BUENA PARK, CA 90620
(714) 512-5740
3 *Propria Persona*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 29 2012

ALAN CARLSON, Clerk of the Court

4
5 IN THE SUPERIOR COURT OF CALIFORNIA
6
7 ORANGE COUNTY

8 Karen Michele Rozier, an Individual

9 Plaintiff- Trustor,

10 vs.

11 Bank of America, National Association
as successor by merger to LaSalle
12 Bank National Association as Trustee
for RAAC 2007RP1;

13 GMAC Mortgage, LLC;

14 Executive Trustee Services, LLC ;

15 JOHN DOES 1-100.

16 Defendants.
17
18
19
20

Case No. 30 2012 00601310
FIRST AMENDED COMPLAINT
VERIFIED COMPLAINT FOR INJUNCTIVE
RELIEF TO SET ASIDE TRUSTEE SALE,
ENJOIN FORECLOSURE SALE AND FRAUD
FOR:

- 1) WRONGFUL FORECLOSURE
- 2) TEMPORARY AND PERMANENT
INJUNCTIVE RELIEF
- 3) VIOLATION OF CAL CIV CODE 2923.5
- 4) VIOLATION OF CAL CIV CODE 2924
- 5) SLANDER OF TITLE
- 6) VIOLATION OF CAL BUS & PROF CODE
17200 *et seq*
- 7) NEGLIGENCE
- 8) DEFAMATION OF CHARACTER
- 9) QUIET TITLE

JURY TRIAL DEMANDED

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

02/04/2013 at 12:32:00 PM

Clerk of the Superior Court
By Sarah Loose, Deputy Clerk

KAREN MICHELE ROZIER
7957 DAHLIA CIRCLE
BUENA PARK, CA 90620
(714) 512-5740
Propria Persona

IN THE SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY

KAREN MICHELE ROZIER, an Individual
DAVID EUGENE ROZIER, as Trustee, DAVID
BEAR IRREVOCABLE LIVING TRUST
DAVID EUGENE ROZIER, an Individual
Plaintiff,

vs.

BANK OF AMERICA, NATIONAL ASSOCIATION
as successor by merger to LASALLE BANK
NATIONAL ASSOCIATION as Trustee RAMP
2007RP1;

RESIDENTIAL FUNDING COMPANY, LLC fka
RESIDENTIAL FUNDING CORPORATION,
Attorney-in-Fact;

GMAC MORTGAGE, LLC

EXECUTIVE TRUSTEE SERVICES, LLC dba ETS
SERVICES, LLC as Trustee ;

ADAM BARASCH, an Individual;

LUIS RODRIGUEZ, an Individual;

SALLY BELTRAN, an Individual;

Case No. 30-2012-00601310-CU-OR-CJC

Honorable Derek W. Hunt, Presiding

**SECOND AMENDED VERIFIED COMPLAINT
FOR ~~INJUNCTIVE RELIEF TO SET ASIDE~~
~~TRUSTEE SALE, ENJOIN FORECLOSURE~~
~~SALE AND FRAUD FOR AND:~~**

- 1) WRONGFUL FORECLOSURE
- 2) (DELETED)
- 3) (DELETED)
- 4) (DELETED)
- 5) SLANDER OF TITLE
- 6) VIOLATION OF CAL BUS & PROF CODE
17200 *et seq*
- 7) NEGLIGENCE
- 8) DEFAMATION OF CHARACTER
- 9) QUIET TITLE

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

06/10/2013 at 11:41:00 PM

Clerk of the Superior Court
By Sarah Loose, Deputy Clerk

1 KAREN MICHELE ROZIER
7957 DAHLIA CIRCLE
2 BUENA PARK, CA 90620
(714) 512-5740
3 *Propria Persona*

4
5 **IN THE SUPERIOR COURT OF CALIFORNIA**
6 **ORANGE COUNTY**

7 KAREN MICHELE ROZIER, an Individual
8 DAVID EUGENE ROZIER, SR. an Individual
9 Plaintiffs,

10 vs.

11 BANK OF AMERICA, NATIONAL ASSOCIATION
as successor by merger to LASALLE BANK
12 NATIONAL ASSOCIATION as Trustee RAMP
2007RP1 aka BANK OF AMERICA, NATIONAL
13 ASSOCIATION as successor by merger to LASALLE
BANK NATIONAL ASSOCIATION as Trustee
RAAC 2007RP1

14 U.S. BANK NATIONAL ASSOCIATION as
successor in interest to BANK OF AMERICA,
15 NATIONAL ASSOCIATION as Trustee, successor by
merger to LASALLE BANK NATIONAL
ASSOCIATION as Trustee for RAAC 2007RP1

16 OCWEN HOME LOAN SERVING COMPANY
17 RESIDENTIAL FUNDING COMPANY, LLC fka
RESIDENTIAL FUNDING COMPANY,
18 ATTORNEY-IN-FACT

Case No. 30-2012-00601310-CU-OR-CJC

Honorable Derek W. Hunt, Presiding

**PLAINTIFFS' VERIFIED THIRD AMENDED
COMPLAINT FOR:**

- (1) FRAUD;
- (2) CONSPIRACY TO COMMIT FRAUD;
- (3) TO VOID OR CANCEL RECORDED INSTRUMENTS;
- (4) WRONGFUL FORECLOSURE;
- (5) CANCELLATION OF A VOID CONTRACT PURSUANT TO CAL.CIV.CODE § 3412
- (6) CANCELLATION OF A VOIDABLE CONTRACT PURSUANT TO CAL.CIV.CODE § 3412
- (7) VIOLATIONS OF CAL. BUS & PROF 12200 ET SEQ.
- (9) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (9) DEFAMATION OF CHARACTER

Action Filed: September 27, 2012

FAC Filed: October cc, 2012

SAC Filed: February xx, 2013

TAC Filed: June 10, 2013

Trial Date: September 23, 2013

Case 12-12020 (MG)

Page 11 **of** 269

Exhibit 2

EXHIBIT 2

10/9/12

Page 42 of 269

Subject: Re: Defective Notice of Sale
From: Karen Rozier (rozier.karen@yahoo.com)
To: anb@severson.com;
Date: Monday, October 1, 2012 8:40 PM

From: Adam N. Barasch <anb@severson.com>
To: 'Karen Rozier' <rozier.karen@yahoo.com>
Cc: Bernard J. Komberg <bjk@severson.com>
Sent: Friday, September 28, 2012 11:57 AM
Subject: RE: Defective Notice of Sale

Dear Ms. Rozier,

I have discussed your concerns with my client. My client will agree to rescind the Trustee's Deed Upon Sale and Re-Notice the Trustee's Sale on the condition that you grant me a four week extension of time to respond to your appeal. If this is agreeable, please advise. I am leaving my office at 2:00 PM, so please advise me prior to that time.

Thanks,

Adam N. Barasch
Severson & Werson
One Embarcadero Center, 26th Floor
San Francisco, CA 94111
(415) 677-5533

Case 12-12020 (MG)

Page 43 of 269

Exhibit 3

EXHIBIT 3

269
Page 4 of 62
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 11/09/2012

TIME: 01:30:00 PM

DEPT: C10

JUDICIAL OFFICER PRESIDING: Tam Nomoto Schumann

CLERK: Lenora Silva

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: Giovanni Galon

CASE NO: 30-2012-00601310-CU-OR-CJC CASE INIT.DATE: 09/27/2012

CASE TITLE: Rozler vs. GMAC Mortgage, LLC

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 71598257,91377778

EVENT TYPE: Ex Parte

MOVING PARTY: Karen Michele Rozier

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 11/09/2012

APPEARANCES

Karen Michele Rozier, self represented Plaintiff, present.

Attorney Ben A. Ellenberg appearing for defendant GMAC

DUTY MATTER FOR JUDGE DEREK HUNT W. HUNT, DEPARTMENT C24

PLAINTIFF'S EX-PARTE APPLICATION FOR REQUEST FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF.

Ex-Parte Application and Opposition are read and considered.

Plaintiff's ex-parte request for Temporary Restraining Order is denied without prejudice.

Responding party to give notice.

DATE: 11/09/2012

MINUTE ORDER

DEPT: C10

Page 1
Calendar No.

Case 12-12020 (MG)

Page 45 of 269

Exhibit 4

EXHIBIT 4

1 KAREN MICHELE ROZIER
2 7957 DAHLIA CIRCLE
3 BUENA PARK, CA 90620
4 (714) 512-5740
5 *Propria Persona*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 31 2012

ALAN CARLSON, Clerk of the Court

IN THE SUPERIOR COURT OF CALIFORNIA

ORANGE COUNTY

7 Karen Michele Rozier, an Individual

8 Plaintiff,

9 vs.

10 Bank of America, National Association, As Trustee,
11 Successor by Merger to LaSalle Bank National
12 Association, As Trustee for RAAC 2007RP1;

13 GMAC Mortgage, LLC,

14 Executive Trustee Services, LLC

15 JOHN DOES 1-100.

16 Defendants.

Case No. 30-2012-00601310-CU-OR-CJC

NOTICE OF HEARING AND EX PARTE REQUEST FOR
PRELIMINARY INJUNCTION/ DECLARATION OF KAREN
M. ROZIER IN SUPPORT OF REQUEST/ DECLARATION OF
DAVID E. ROZIER IN SUPPORT OF REQUEST

Date: January 2, 2013

Time: 1:30 P.M.

Dept: C24

15 PLEASE TAKE NOTICE that on Wednesday January 2, 2013 at 1:30 P.M. or as soon thereafter as possible,
16 Plaintiff intends to request a Preliminary Injunction preventing all parties from selling, transferring, or
17 otherwise encumbering the title or deed for the property commonly known as 7957 Dahlia Circle Buena Park,
18 CA 90620. The hearing will take place in Department C24 of the above mentioned court, located at 700 Civic
19 Center Drive West in the city of Santa Ana, California.

20 REQUEST FOR PRELIMINARY INJUNCTION- 1

1
2 Plaintiff f Karen Michele Rozier, an individual ("Ms Rozier") requests that an injunction be issued against
3 Defendants Executive Trustee Services, Inc and GMAC Mortgage, LLC, as well as against U.S. Bank National
4 Association, as Trustee, As Successor in interest to Bank of America, National Association, as Trustee,
5 Successor by Merger to LaSalle Bank National Association, As Trustee for RAAC 2007RP1. Plaintiff has studied
6 the GMAC Bankruptcy filings and nothing in it suggests that they are immune from future criminal activity.
7 Plaintiff intends to file her opposition to U.S. Bank's demurrer to the complaint and her opposition to
8 Defendants GMACM and ETS's claim of bankruptcy protection shortly. Plaintiff filed her Request for Default
9 against Defendant Bank of America on December 27, 2012.

TABLE OF CONTENTS

10	Introduction	3
11	Notification of Parties	5
12	Injunctive Relief is Appropriate	5
13	Applicable Law	9
14	Defendants and U.S. Bank Have a Defective Deed of Trust	10
15	Summary.....	11
16	Prayer.	12
17	Verification.	13

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Page 49 of 269

INTRODUCTION

1. Plaintiff initiated this case against Bank of America for the wrongful foreclosure, constructive eviction, harassment, and other violations as described in her complaint. Plaintiff also sued Defendants GMAC Mortgage, LLC and Executive Trustee, Services for their illegal actions which took place beginning in July 10, 2012. U.S. Bank voluntarily entered into these proceedings on December 4, 2012 when they demurred to the complaint despite not being named as a defendant. Plaintiff intends to file her opposition to U.S. Bank's demurrer shortly as she knows she sued the party she intended to sue, which is Defendant Bank of America. Plaintiff likewise intends to submit her opposition to Defendants' GMACM and ETS claims that the Chapter 11 bankruptcy stay protected them from being sued for criminal activity that occurred after the stay went into effect, particularly since Plaintiff denies that she is a borrower under the rescinded December 23, 2005 note Defendant's have offered into evidence. Plaintiff has demanded a copy of the May 2006 note and deed of trust she executed to replace the rescinded note.
2. Effective January 1, 2013 SB 900 goes into effect in the state of California, making it illegal for the Defendants and U.S. Bank to file false and fraudulent documents, use robo-signers, and otherwise break the law.
3. Plaintiff Karen Michele Rozier signed a note in favor of WMC Mortgage Corporation on December 23, 2005 but that note was legally rescinded on February 28, 2006 [Complaint Exhibit 5] and replaced with a new note and DOT in May 2006. [Complaint Exhibit 7]
4. Defendant U.S. Bank National Association, As Trustee, As Successor in Interest to Bank of America, National Association, As Trustee, Successor by Merger to LaSalle Bank National Association, As Trustee for RAAC 2007RP1 (here called "U.S. Bank") is attempting to use this void instrument to

Page 30 of 269

1 wrongfully foreclosure on the Plaintiff's property, in violation of California law. Plaintiff Karen Rozier
2 seeks an injunction to prevent U.S. Bank from attempting to enforce this void instrument.

3 5. The lender – WMC Mortgage Company, failed to properly void the December 23, 2005 Deed of Trust,
4 thus creating a cloud on Plaintiff's real property. Plaintiffs allege that US Bank is unjustly attempting
to enrich itself by exploiting this cloud.

5 6. U.S Bank was granted relief from the automatic stay on December 18, 2012. They scheduled a
foreclosure sale for December 28, 2012 at noon.

6 7. The property is owned by the David Bear Irrevocable Living Trust. The Trust filed lawsuit 30-2012
7 00619543 on December 19, 2012 against U.S. Bank. Plaintiffs scheduled a preliminary injunction
8 hearing for December 27, 2012 at 1:30 P.M. At noon, GMACM directed ETS through their mutual
agent attorney Adam Barasch to postpone the sale until January 16, 2013.

9 8. Due to the postponed, there was no Ex Parte hearing. Plaintiffs informed Mr. Barasch of their intent
10 to hold the hearing on shortened times.

11 9. That evening, Mr. Barasch instructed ETS to advance the sale to January 3, 2013. He then left for
12 vacation. His conduct is a violation of Business and Professions Code 17,200 et seq. He has
repeatedly failed to meet or confer with the Pro Se Plaintiff.

13 10. U.S Bank based its so-called monetary exposure of loss on a rescinded note, false and fraudulent
14 assignments, and a declaration from Mina Ali. [Complaint Exhibit 14] Plaintiff Karen Rozier
15 demonstrated that this is a false declaration as follows [Complaint Exhibit 17]:

- 16 a. No such person as "Mina Ali" registered with the California Department of Real Estate.
17 b. The individual identified as holding the license belong to "Mehraz Ali" is actually a
salesperson and not a broker, according to the California DRE.

Page 51 of 269

1 c. "Mina Ali" based her valuation on a 2,096 square foot home. According to the Orange
2 County Tax Assessor's Office, the subject property is over 4,000 square feet. Therefore, the
3 value they assigned to the subject property was grossly understated.

4 11. Faced with the evidence that this was a false declaration, U.S. Bank stopped submitting this false
5 declaration. However, they did not disgorge themselves of the benefit they received, i.e. the relief
6 from stay, by using this perjured testimony.

7 NOTIFICATION OF PARTIES

8 12. Plaintiff has repeatedly attempted to communicate with U.S. Bank in good faith.

9 13. On December 28, 2012 Plaintiff Karen M Rozier left voicemails and emails with Adam Barasch, Yaron
10 Shaham, Robert Gandy and John Sullivan, all with Severson and Werson, a Professional Law
11 Corporation. Both Executive Trustee Services, LLC and GMAC Mortgage, LLC have confirmed that
12 Severson and Werson represent their interests.

13 14. On December 31, 2012 Plaintiff Karen M Rozier mailed a copy of the Notice of Hearing and request
14 to both the Irvine and San Francisco offices of Severson and Werson.

15 15. On December 31, 2012, Plaintiff also informed Severson and Werson of their Material Violations
16 under California's Newly Enacted Homeowner's Bill of Rights pursuant to California Civil Code
17 sections 2923.55, 2924.12, and 2924.17.

18 INJUNCTIVE RELIEF IS APPROPRIATE

19 16. Beginning in March 2009 and at least two dozen times since then, Plaintiff Karen Michele Rozier has
20 demanded that Defendants GMACM and ETS stop their wrongful conduct described above herein, in
her multiple lawsuits against them, her statements to the Independent Foreclosure Review, to the
Consumer Financial Protection Bureau and in the declaration in support of this request.

Page 52 of 269

1 17. On or about June 18, 2012, and a number of times since then, Plaintiff Karen Michele Rozier has
2 demanded that U.S. Bank stop their wrongful conduct described above herein and in the declaration
3 in support of this request.

4 18. Defendants and U.S. Bank, and each of them, have refused and still refuse to refrain from their
5 wrongful conduct.

6 19. Defendants and U.S. Bank's wrongful conduct, unless and until enjoined and restrained by order of
7 this court, will cause great and irreparable injury to the Plaintiff Karen Michele Rozier in that her real
8 property and primary residence will be sold at foreclosure auction on January 3, 2013 in violation of
9 California law as described in the underlying complaint, and also in violation of the newly enacted
10 California SB 900.

11 20. Ms. Rozier has no adequate remedy at law for the injuries currently being suffered and it will be
12 impossible for Ms. Rozier to determine the precise amount of damage which she will suffer if
13 Defendants' and U.S. Bank's conduct is not restrained. Plaintiff, who already has a multiplicity of
14 suits against the Defendants' and U.S. Bank, will have to instate more lawsuits to obtain adequate
15 compensation for her monetary and emotional injuries.

16 21. As a result of Defendants' and U.S. Bank wrongful conduct, Plaintiff has been damaged in the sum of
17 \$666,000 as described in the underlying complaint. Plaintiff will be further damaged in like manner
18 so long as Defendants' conduct continues. The full amount of such damage is not now known to
19 Plaintiff and Plaintiff will amend this complaint to state such amount when the same becomes
20 known to her, or on proof thereof.

22. Cal. Civ. Code § 2924 and California's foreclosure laws impose procedural obligations on foreclosing
Lenders and provide due process rights to homeowners in order to ensure that the non-judicial
foreclosure process is not abused. Because non-judicial foreclosure is a drastic sanction and a

Page 33 of 269

1 draconian remedy, courts have generally required strict compliance with statutory requirements.

2 *Miller v. Cote*, 127 Cal. App. 3d 888, 894 (1982).

3 23. U.S. Bank continues to schedule foreclosure sales for the subject property but has failed to follow the
4 steps prior to recording a sale. U.S. Bank has no standing to conduct a foreclosure sale on the subject
5 property in accordance with California law.

6 24. Cal. Code Civ. Proc. § 526(a)(1) provides that an injunction may be granted when it appears by the
7 complaint that the plaintiff is entitled to the relief, or any part thereof, consists in restraining the
8 commission or continuance of the act complained of, either for a limited period or perpetually.

9 25. Plaintiff is entitled to the relief demanded in the underlying Complaint including injunctive relief as
10 the party attempting to foreclose has failed to demonstrate that they have the legal right to do so
11 under California law. An injunction should be granted stopping any further action. The pending sale
12 should be cancelled due to the defects discussed in the complaint, the affidavit in support of this
13 request, and as described below.

14 26. Cal. Code Civ. Proc. § 526(a)(3) provides that an injunction may be granted when it appears, during
15 litigation, that a party to the action is doing, or threaten or is about to do, or is procuring or suffering
16 to be done, some act in violation of the rights of another party to the action respecting the subject of
17 the action, and tendering to render the judgment ineffectual.

18 27. Cal. Code Civ. Proc. § 526(a)(4) provides that an injunction may be granted when pecuniary
19 compensation would not afford adequate relief. The property that is subject of this action is unique.
20 It is a custom-built home built by Plaintiff's spouse David Rozier for his family's personal use and
enjoyment. Mr. Rozier constructed the residence using only his labor. He has a Mechanic's Lien
recorded in the Orange County Recorder's Office identifying his position. [Complaint Exhibit 18] The

Page 54 of 269

1 property was placed in trust specifically to protect their disabled child. As such, an injunction is
2 necessary, as a pecuniary compensation would not afford adequate relief.

3 28. enacted Cal. Code Civ. § 2924.17 requires any notice of default, notice of sale, assignment of deed of
4 trust, or substitution of trustee recorded on behalf of a servicer in connection with a foreclosure, or
5 any declaration or affidavit filed in any court regarding a foreclosure, to be "accurate and
6 complete and supported by competent and reliable evidence." It further requires the servicer to
7 ensure it has reviewed competent and reliable evidence to substantiate the borrower's so-called
8 default and the right to foreclose. The documents currently recorded in the Orange County
9 Recorder's Office and which Defendants and U.S. Bank are attempting to use in order to foreclose on
10 the subject property violate this provision.

11 29. Newly enacted Cal. Code Civ. § 2924.12 authorizes actions to enjoin foreclosures, or for damages
12 after foreclosures, for breach of §§ 2923.55 or 2924.17.

13 30. Cal. Civ. Code § 2923.55 requires a servicer to provide borrowers with their note and certain other
14 documents, if the borrowers request them. Plaintiff sent a Qualified Written Request to Severson
15 and Werson via personal mail and email on December 31, 2012 requesting a copy of her May 2006
16 note and Deed of Trust. As shown in the Complaint, the December 23, 2005 note was rescinded, thus
17 making the December 23, 2005 DOT void.

18 31. As set forth above, Plaintiffs will suffer irreparable harm consisting of the loss of their unique and
19 valuable residential real estate should the relief requested herein not be granted, for which there is
20 no adequate remedy at law.

32. U.S Bank has not and cannot demonstrate any harm, damages or impairment of any interest with the
granting of the requested relief as U.S. Bank has no demonstrated interest in any valid Note
executed by Plaintiff Karen Michele Rozier. The DOT only calls out the rescinded note. Defendant has

Page 55 of 269

1 instituted a fraudulent foreclosure. Plaintiffs are requesting a brief injunction until a full hearing can
2 be held.

3 33. Even if they were authorized, there is no record of any entity filing a Notice of Default known to the
4 unnamed beneficiary U.S. Bank in the Complaint Exhibit 12 Notice of Trustee Sale in violation of Cal.
Civ. Code § 2924 (a)(1) (C).

5 **APPLICABLE LAW**

6 California Civil Code [Cal. Civ. Code]

7 34. Under Cal Civ. Code § 1623, where a contract which is required to be put in writing is prevented from
8 being put into writing by the fraud of a party thereto (Lender), and other party (Plaintiff) who is by
9 such fraud led to believe that it is in writing and acts upon such belief to his prejudice, may enforce it
against the fraudulent party (Lender and its successors).

10 35. Under Cal Civ. Code § 1624(b)(D), a note or other writing by the agent is sufficient to indicate that a
11 contract has been made.

12 36. § 1688. A contract is extinguished by its rescission. A rescission is a remedy that disaffirms the
contract. It means that no contract was formed.

13 37. § 1689.a) A contract may be rescinded if all the parties thereto consent.

14 38. § 1691 Subject to Section 1693, to effect a rescission a party to the contract must, promptly upon
15 discovering the facts which entitle him to rescind if he is free from duress, menace, undue influence
16 or disability and is aware of his right to rescind: (a) Give notice of rescission to the party as to whom
17 he rescinds; and (b) Restore to the other party everything of value which he has received from him
18 under the contract or offer to restore the same upon condition that the other party do likewise,
19 unless the latter is unable or positively refuses to do so. When notice of rescission has not otherwise
20 been given or an offer to restore the benefits received under the contract has not otherwise been

Page 56 of 269

1 made, the service of a pleading in an action or proceeding that seeks relief based on rescission shall
2 be deemed to be such notice or offer or both.

3 **DEFENDANTS AND U.S. BANK HAVE A DEFECTIVE DEED OF TRUST**

4 39. Plaintiff and Defendant agree that Defendants are attempting to enforce the DOT described in
5 paragraph 34 below. The parties disagree as to the DOT's validity.

6 40. The relevant portion of the DOT definitions:

- 7 a. "Security Instrument" means this document, which is dated December 23, 2005, together
8 with all Riders to this document.
- 9 b. "Borrower" is Karen Michele Rozier, a Married Woman as Her Sole and Separate Property.
10 Borrower is the trustor under this Securing Instrument.
- 11 c. "Lender" is WMC Mortgage Corp, Lender is a Corporation.
- 12 d. "Trustee" is Westwood Associates, a California Corporation,
- 13 e. "MERS" is Mortgage Electronic Registration Systems, Inc and the beneficiary under the
14 security instrument. MERS is a separate corporation that is acting solely as nominee for
15 Lender and Lender's successors and assigns. MERS is the beneficiary under this Security
16 Instrument.
- 17 f. "Note" means the promissory note signed by Borrower and dated December 23, 2005.
18 [emphasis added]

19 41. Plaintiff-Borrower has alleged and loan servicer GMAC Mortgage, LLC has confirmed that Lender and
20 Borrower rescinded the December 2005 note. Plaintiff therefore denies that the DOT constitutes a
perfected lien against the subject property and further denies that the power of sale contained in
the DOT can be exercised, particularly without a trial in which evidence is presented with proper
foundation through testimony of competent witnesses that Plaintiff can cross-examine.

Page 57 of 269

1 42. Borrower states on information and belief that between December 2005 and June 2006 she and
2 Lender had a "meeting of the minds" that the December note was rescinded and replaced with the
3 May note and DOT. Plaintiff is unaware of any law that would allow a third party to change the
4 meaning of the terms or the underlying statutes to the detriment of one party for the benefit of any
5 other party.

6 43. At no time did Borrower agree that her rescinded note would take precedence over her legal
7 subsequent note.

8 SUMMARY

9 44. A rescinded note is a nullity A Deed of Trust that specifies a rescinded note is void and voidable.

10 45. California foreclosure laws require that the foreclosing entity hold a mortgage or perfected lien and
11 U.S. Bank holds neither. Newly enacted California laws require that bankers, lawyers and their agents
12 stop lying, committing perjury, filing false and perjured documents, or otherwise break the law.

13 46. Even if the note and Deed of Trust were valid, U.S. Bank's assignment was done in violation of the
14 federal bankruptcy stay in effect at the time. Their standing in to seek relief is presently under review
15 in Federal Appeals Court Case CC-12-1359.

16 47. Plaintiff is entitled to temporary injunctive relief to prevent further damages until a full hearing can
17 be heard on the matter.

18 PRAYER

19 WHEREFORE, Plaintiff prays as follows:

20 48. For an order requiring defendants to show cause, if any they have, why they should not be enjoined
as hereinafter set forth during the pendency of this action;

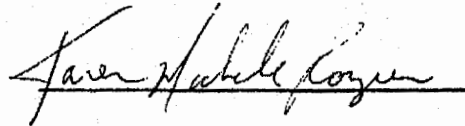
Page 50 of 269

- 1 49. For an order requiring defendants to resubmit all previously filed declarations, affidavits, and
2 recorded documents under the newly enacted, more stringent California laws;
3 50. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all enjoining
4 defendants, U.S. Bank, and each of them, and their agents servants, and employees, and all persons
5 acting under, in concert, or for them from today until a full hearing can be heard;
6 51. For costs of bringing this injunction in the amount of \$90.86 for printing, copying, serving and
7 traveling to and fro court to file;
8 52. For such other and further relief as the court may deem proper.

9 **VERIFICATION**

10 I declare under penalty of perjury under the laws of the State of California that I have read the above
11 complaint and I know it is true of my own knowledge, except as to those things stated upon information and
12 belief, and as to those I believe it to be true.

13 Executed December 31, 2012 at Buena Park, California

14 

15 Karen M. Rozier, Plaintiff In Pro Per
16
17
18
19
20

Case 12-12020 (MG)

Page 59 of 269

Exhibit 5

EXHIBIT 5

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 01/02/2013

TIME: 01:30:00 PM

DEPT: C24

JUDICIAL OFFICER PRESIDING: Derek W. Hunt

CLERK: Lori Pickrell

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Elizabeth A Perreault

CASE NO: **30-2012-00601310-CU-OR-CJC** CASE INIT.DATE: 09/27/2012

CASE TITLE: **Rozier vs. GMAC Mortgage, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 71628891,91760140

EVENT TYPE: Ex Parte

MOVING PARTY: Karen Michele Rozier

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other for Preliminary Injunction, 12/31/2012

APPEARANCES

Karen Michele Rozier, self represented Plaintiff, present.

Yaron Shaham, from Severson & Werson, present for Defendant(s).

Ex-Parte application for preliminary injunction is requested by plaintiff.

The Court takes this matter under submission.

Case 12-12020 (MG)

Page 61 of 269

Exhibit 6

EXHIBIT 6

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 01/11/2013

TIME: 01:30:00 PM

DEPT: C24

JUDICIAL OFFICER PRESIDING: Derek W. Hunt

CLERK: Lori A Pickrell

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Tamara Stiltz

CASE NO: **30-2012-00601310-CU-OR-CJC** CASE INIT.DATE: 09/27/2012

CASE TITLE: **Rozier vs. GMAC Mortgage, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 71636057

EVENT TYPE: Ex Parte

MOVING PARTY: U.S. Bank National Association, as Trustee, as Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee for RAAC 2007RP1

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 01/11/2013

APPEARANCES

Karen Michele Rozier, self represented Plaintiff, present.

Yaron Shaham, from Severson & Werson, present for Defendant(s).

Ex-Parte application for order to set aside default of Bank of America is requested by defendants U.S. Bank National Association.

Ex parte denied without prejudice.

Application and order to waive e-filing requirements by plaintiff in order to file opposition to 1-11-13 ex parte signed and filed this date. Copy of order given to plaintiff in open court.

Opposition filed this date. Waiver of e-filing requirements granted for one time filing by plaintiff for this ex parte hearing only.

DATE: 01/11/2013

MINUTE ORDER

DEPT: C24

Page 1
Calendar No.

Case 12-12020 (MG)

Page 63 of 269

Exhibit 7

EXHIBIT 7

MC-050

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sean D. Muntz, CBN 223549 Kiersten A. Kropp, CBN 271968 Bryan Cave LLP 3161 Michelson Drive, Suite 1500, Irvine, CA 92612 TELEPHONE NO.: 949-223-7000 FAX NO. (Optional): 949-223-7100 E-MAIL ADDRESS (Optional): kropsk@bryancave.com ATTORNEY FOR (Name): Defendant Bank of America, N.A.		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 01/16/2013 at 09:53:00 AM Clerk of the Superior Court By James M Haines, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: P.O. Box 22014 CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center		
CASE NAME: Karen Rozier v. Bank of America, National Association et al.		
SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order)		CASE NUMBER: 30-2012-00601310

THE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): Bank of America, N.A. makes the following substitution:

1. Former legal representative ☐ Party represented self ☒ Attorney (name): Yaron Shaham of Severson
2. New legal representative ☐ Party is representing self ☒ Attorney
a. Name: Sean D. Muntz b. State Bar No. (if applicable): 223549
c. Address (number, street, city, ZIP, and law firm name, if applicable):
Bryan Cave LLP, 3161 Michelson Drive, Suite 1500, Irvine, CA 92612

d. Telephone No. (include area code): 949-223-7000

3. The party making this substitution is a ☐ plaintiff ☒ defendant ☐ petitioner ☐ respondent ☐ other (specify):
Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank N.A., as Trustee for RAAC 2007

***NOTICE TO PARTIES APPLYING TO REPRESENT THEMSELVES**

- Guardian
- Personal Representative
- Guardian ad litem
- Conservator
- Probate fiduciary
- Unincorporated association
- Trustee
- Corporation

If you are applying as one of the parties on this list, you may NOT act as your own attorney in most cases. Use this form to substitute one attorney for another attorney. SEEK LEGAL ADVICE BEFORE APPLYING TO REPRESENT YOURSELF.

NOTICE TO PARTIES WITHOUT ATTORNEYS

A party representing himself or herself may wish to seek legal assistance. Failure to take timely and appropriate action in this case may result in serious legal consequences.

4. I consent to this substitution.

Date: January 15, 2012

Jesse Randolph of Bank of America, N.A.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY)

5. ☒ I consent to this substitution.

Date: January 15, 2012

Yaron Shaham of Severson & Werson

(TYPE OR PRINT NAME)

(SIGNATURE OF FORMER ATTORNEY)

6. ☒ I consent to this substitution.

Date: January 15, 2012

Sean D. Muntz of Bryan Cave, LLP

(TYPE OR PRINT NAME)

(SIGNATURE OF NEW ATTORNEY)

(See reverse for proof of service by mail)

Page 1 of 2

PROOF OF SERVICE

CCP 1013a(3) Revised 5/1/88

ROZIER VS. BANK OF AMERICA (Case No. 30-2012-00601310)

1 STATE OF CALIFORNIA, COUNTY OF ORANGE

2 I am employed in the County of Orange, State of California. I am over the age of 18 and
3 not a party to the within action. My business address is: 3161 Michelson Drive, Suite 1500,
Irvine, CA 92612-4414.

4 On January 16, 2013, I served the following document(s) described as **SUBSTITUTION**
5 **OF ATTORNEY** on all interested parties in this action by placing [X] a true copy [] the
original thereof enclosed in sealed envelopes addressed as follows:

6 Karen Michele Rozier
7 7957 Dahlia Circle
Buena Park, CA 90620

In Pro Per Plaintiff KAREN ROZIER

Phone: (714) 512-5740

Fax:

E-mail:

10 Yaron Shaham
11 Severson & Werson
12 19100 Von Karman Ave.
Suite 700
Irvine, Ca 92612

Phone: (949) 442-7110

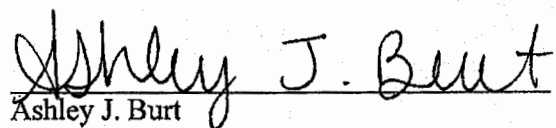
Fax: (949) 442-7118

E-mail: ys@severson.com

13 ☒ BY MAIL - As follows: I am "readily familiar" with the firm's practice of collection
14 and processing correspondence for mailing. Under that practice it would be deposited with U.S.
15 Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the
ordinary course of business. I am aware that on motion of the party served, service is presumed
16 invalid if postal cancellation date or postage meter date is more than one day after date of deposit
for mailing in affidavit.

17 ☒ STATE - I declare under penalty of perjury under the laws of the State of California
18 that the foregoing is true and correct.

19 Executed on January 16, 2013, at Irvine, California.

20 
21 Ashley J. Burt

BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CALIFORNIA 92612-4414

Case 12-12020 (MG)

Page 66 of 269

Exhibit 8

EXHIBIT 8

KAREN MICHELE ROZIER
7957 DAHLIA CIRCLE
BUENA PARK, CA 90620
(714) 512-5740
Propria Persona

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

02/04/2013 at 12:01:00 PM
Clerk of the Superior Court
By Sonya Wilson, Deputy Clerk

IN THE SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY

KAREN MICHELE ROZIER, an Individual

Plaintiff,

vs.

BANK OF AMERICA, NATIONAL ASSOCIATION
as successor by merger to LASALLE BANK
NATIONAL ASSOCIATION as Trustee RAAC
2007RP1;

GMAC MORTGAGE, LLC

EXECUTIVE TRUSTEE SERVICES, LLC dba ETS
SERVICES, LLC as Trustee ;

JOHN DOES 1-100.

Defendants.

Case No. 30-2012-00601310-CU-OR-CJC

Honorable Derek W. Hunt, Presiding

**NOTICE OF EX PARTE APPLICATION
HEARING AND EX PARTE APPLICATION
TO OPPOSE SUBSTITUTION OF
ATTORNEY**

042/04/13

1:30p.m.

C24

TO THE HONORABLE COURT, DEFENDANTS, AND ALL OTHER INTERESTED PARTIES:

PLEASE TAKE NOTICE that on February 4, 2012 at 1:30 p.m. in Department C24 of the
Orange County Superior Court, located at 700 West Civic Center Drive, Santa, Ana

Page 68 of 269

1 California 92701, Karen Michele Rozier will apply ex parte for an order setting aside the
2 Substitution of Attorney submitted by BRYAN CAVE LLP on behalf of Defendant Bank of
3 America, National Association as successor by merger to LASALLE BANK NATIONAL
ASSOCIATION as Trustee RAAC 2007RP1.

4 Plaintiff submitted her Opposition to this Substitution on January 18, 2012 and that
5 item is identified as Docket #82. This document is blatantly false as Mr. Yaron Shaham
6 admitted in open court that he never represented Defendant BANA, yet he executed
7 this document claiming that he did. Also, this document is false because it claims that a
BRYAN CAVE, LLP employee is a BANA employee when he is not.

8 The expart application is based upon this notice and ex parte application, the
9 memorandum of points and authorities, the declaration of Karen Michele Rozier, the
10 pleadings and papers on file in the captioned matter, and on the oral or documentary
11 evidence and argument requested or presented at the hearing.

12
13 **RULE 3.1202(a) STATEMENT**

14 Defendants are allegedly represented by counsel:

15 BANA: BRYAN CAVE, LLP

16 GMACS/ETS: Mr. Yaron Shaham of Severson and Werson

17 **RULE 3.1203 STATEMENT**

Page 69 of 269

1 As set forth in the declaration of Karen Michele Rozier attached to this application,
2 Defendants were notified of this ex parte application by email. Ms. Kiersten Kropp of
3 BRYAN CAVE confirmed her attendance via email on Monday February 4, at
4 approximately 11:30 am. Mr. Yaron Shaham of Severson and Werson opened his email
5 at approximately 7:50 am. He did not respond to email nor did he return any of
6 Plaintiff's messages.

Executed February 4, 2012 at Buena Park, California

7
8 KAREN MICHELE ROZIER
Karen M. Rozier, Plaintiff in Pro Per

Page 70 of 269

MEMORANDUM OF POINTS AND AUTHORITIES

COMES NOW PLAINTIFF KAREN MICHELE ROZIER, an Individual without benefit of counsel, hereinafter known as the Plaintiff, moves this court to instruct the attorneys for the Defendants to prove he/she is duly authorized to represent the party of which he/she claims. The Plaintiff asks for a continuance until which time, the acting attorneys brings forth and files in the record, certified documented proof of such authority or in the alternative, the Plaintiff asks for a default judgment for all counts, as the Defendants have failed to answer the Complaint.

(1) The Law Firm of Bryan Cave, LLP

Plaintiff opposes to the Substitution of Attorney submitted by Bryan Cave LLP. Plaintiff submitted her objection alleging that the substitution contains false material statements and constitutes a fraud upon the court:

- In paragraph 1, the parties state that "Yaron Shaham of Severson" was the "former legal representative" of "Bank of America, N.A." and the document is signed by Yaron Shaham of Severson and Werson. This directly contradicts the statements Mr. Shaham made in open court on January 18, 2012 when Judge Derek Hunt asked him directly if Severson and Werson represented BANA. Mr. Shaham's denial is reflected in the Minute Order.
- Plaintiff alleges that the person pretending to be "Jesse Randolph of Bank of America, N.A." is not a BANA employee but instead a

Page 71 of 269

1 junior attorney with Bryan Cave LLP. Plaintiff alleges that he lacks
2 the proper authority to approve such the Substitution of Attorney.
3 Mr. Randolph is not the Agent for Proof of Service, and BANA does
4 not list him as an officer with the corporation. As the name "Jesse
5 Randolph" is quite common, the attorneys should have to provide
6 evidence that the "Jesse Randolph" that executed this "Substitution
7 of Attorney" is authorized to commit Bank of America and not the
8 Jesse Randolph [CBN 221060] who is a low-level attorney with Bryan
9 Cave, LLP as evidenced by his Linked In profile. [Exhibit 1]

10 **(2) Attorney Yaron Shaham of Severson and Werson representing U.S. Bank National**
11 **Association as successor in interest to Defendant BANA.**

- 12 - There is no evidence that Severson and Werson ever represented Bank of America.
13 - Only Defendants GMACM and ETS have confirmed that Severson and Werson
14 represent them.
15 - There is no evidence that Severson and Werson ever represented U.S Bank National
16 Association. There is evidence that U.S. Bank is the largest unsecured creditor of
17 Defendant GMACM. As such, there appears to be a conflict of interest with Severson
18 and Werson presenting any arguments on behalf of U.S. Bank when they in fact
19 represent Defendants GMACM and ETS.

20 In order to prevent non-Defendant U.S. Bank from continuing to harass and annoy
21 Plaintiff, Plaintiff respectfully requests that the Court grants its ex parte application and
22 overrule the Substitution of Attorney.

Page 72 of 269

February 4, 2012

KAREN MICHELE ROZIER
Karen M. Rozier, Plaintiff in Pro Per

Page 73 of 269

1 DECLARATION OF KAREN MICHELE ROZIER

2 I, Karen Michele Rozier, declare as follows:

- 3 1. I am the Pro Se Litigant suing Defendants.
- 4 2. I submit this declaration in support of the ex parte application to overrule the
5 Substitution of Attorney submitted by Severson and Werson and BRYAN CAVE
6 LLP.
- 7 3. Mr. Shaham admitted to Judge Derek Hunt that he never represented Defendant
8 Bank of America (BANA) a hearing when Mr. Shaham attempted to have the
9 Plaintiff's default set aside. Despite his truthful admission on the record, Mr.
10 Shaham submitted a false document to the court claiming that he did represent
11 BANA.
- 12 4. BRYAN CAVE, LLP represented to the court that this Substitution was approved
13 by Defendant BANA when in fact it was approved by a low-level BRYAN CAVE
14 employee.
- 15 5. U.S. Bank National Association, as Trustee, as successor in interest to Bank of
16 America, National Association, as Trustee, successor by merger to LaSalle Bank
17 National Association, as Trustee RAMP 2007RP1 is not a party to this suit. They
18 are, however, the largest unsecured non-priority creditor to bankrupt Defendant
19 GMAC Mortgage, LLC. Plaintiff believes that U.S. Bank is attempting to profit
20 from their wrong-doing by confusing the courts and attempting to have fake and
21 fraudulent documents judicially noticed.
6. I notified opposing counsel by telephone and email of this ex parte hearing,
which was originally scheduled for Friday. I notified all parties on Friday that I
would ask for the ex parte application on Monday 4 February 2012.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Because I do not yet know how to sign documents and efile them, I will bring my signed declaration to the court.

____KAREN MICHELE ROZIER____
Karen M. Rozier, Plaintiff in Pro Per

Case 12-12020 (MG)

Page 74 of 269

Exhibit 9

EXHIBIT 9

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 02/04/2013

TIME: 01:30:00 PM

DEPT: C24

JUDICIAL OFFICER PRESIDING: Derek W. Hunt

CLERK: Lori A Pickrell

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Elizabeth A Perreault

CASE NO: 30-2012-00601310-CU-OR-CJC CASE INIT.DATE: 09/27/2012

CASE TITLE: Rozier vs. GMAC Mortgage, LLC

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 71650725

EVENT TYPE: Ex Parte

MOVING PARTY: Karen Michele Rozier

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 02/04/2013

APPEARANCES

Karen Michele Rozier, self represented Plaintiff, present.

Kiersten Kropp, Yaron Shaham, from BRYAN CAVE LLP, present for Defendant(s).

Ex-Parte application for hearing to oppose substitution of attorney is requested by plaintiff.

Ex parte is not the type of motion heard ex parte. Plaintiff may set bring a motion on the regular law & motion calendar for Dept. C24.

Ex parte denied without prejudice.

Case 12-12020 (MG)

Page 76 of 269

Exhibit 10

EXHIBIT 10

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 02/05/2013 TIME: 08:30:00 AM DEPT: C24

JUDICIAL OFFICER PRESIDING: Derek W. Hunt
CLERK: Lori A Pickrell
REPORTER/ERM: Edward V. Serrano-7469 CSR# 7469
BAILIFF/COURT ATTENDANT: Elizabeth A Perreault

CASE NO: **30-2012-00601310-CU-OR-CJC** CASE INIT.DATE: 09/27/2012

CASE TITLE: **Rozier vs. GMAC Mortgage, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 71644977,91277486

EVENT TYPE: Motion for Preliminary Injunction

MOVING PARTY: Karen Michele Rozier

CAUSAL DOCUMENT/DATE FILED: Amended Complaint, 10/29/2012

EVENT ID/DOCUMENT ID: 71644978,91277486

EVENT TYPE: Trial Setting Conference

MOVING PARTY: Karen Michele Rozier

CAUSAL DOCUMENT/DATE FILED: Amended Complaint, 10/29/2012

APPEARANCES

Karen Michele Rozier, self represented Plaintiff, present.

Yaron Shaham, from Severson & Werson, present for Defendant(s).

Kiersten Kropp, from BRYAN CAVE LLP, present for Defendant(s) telephonically.

Plaintiff's Ex parte Motion for Preliminary Injunction

Ruling. As more fully discussed on the record, Preliminary injunction granted against defendant Bank of America only banning future foreclosure activities on plaintiff's home located at 7957 Dahlia Circle, Buena Park, CA 90620.

Injunction order will be prepared by the court.

The Jury Trial is scheduled for 09/23/2013 at 09:00 AM in Department C24.

The estimated length of trial: 5 day jury trial.

Court orders Counsel for defendant Bank of America to give notice.

Case 12-12020 (MG)

Page 78 of 269

Exhibit 11

EXHIBIT 11

ROZIER v. GMAC MORTGAGE, et al.
30-2012
00 601 310

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
FEB 05 2013
ALAN CARLSON, Clerk of the Court

ORDER OF PRELIMINARY INJUNCTION

The above-entitled cause came on for hearing on plaintiff's motion for preliminary injunction in the above-entitled court on February 5, 2013 in Department C-24, Honorable Derek W. Hunt judge presiding. Karen Rozier in propria persona appeared on behalf of plaintiff; Kiersten Kropp, Attorney at Law, of Bryan Cave LLP appeared telephonically on behalf of defendant Bank of America National Association, as successor by merger to LaSalle Bank, etc. ("Bank of America"); and Yaron Shaham, Esq. of Severson & Werson appeared for defendants GMAC Mortgage LLC, and Executive Trustee Service ("ETS") and also for U.S. Bank National Association.

The court, having considered the evidence, the briefs, and the arguments of counsel, and it appearing to the satisfaction of the court that under Civ. C § 3368 this is a proper case for granting such preliminary injunction limited to defendant Bank of America, and that unless the said preliminary injunction be granted, great and irreparable injury will result to plaintiff before trial can be had,

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Defendant Bank of America and each of its officers, agents, assigns, attorneys, representatives, employees, sales representatives, and all persons acting under, in connection with, or for them are hereby preliminarily enjoined and restrained pending trial of this action from engaging in, committing, or performing, directly or indirectly, any and all of the following acts:

Selling or attempting to sell or causing to be sold, by foreclosure or otherwise, that certain real estate commonly known as 7957 Dahlia Circle in Buena Park or authorizing or procuring others to do so.

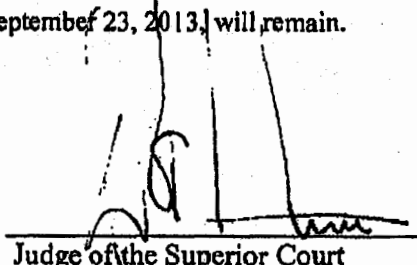
2. IT IS FURTHER ORDERED that plaintiff is ordered to make personal service of this order on each defendant herein no later than 10 a.m. on February 13, 2013 and thereafter to file written proof of said service in court within seven days thereafter.

3. IT IS FURTHER ORDERED that bond on this preliminary injunction be hereby fixed in the sum of \$5,000.

4. Trial of the action, heretofore scheduled for September 23, 2013, will remain.

5. Clerk to give notice.

Dated: 2-5-13



Judge of the Superior Court
DEREK W. HUNT

Case 12-12020 (MG)

Page 80 of 269

Exhibit 12

EXHIBIT 12

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 02/06/2013 TIME: 08:00:00 AM DEPT: CX103

JUDICIAL OFFICER PRESIDING: Ronald L. Bauer

CLERK: Janet E Frausto

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Carolyn J Reza

CASE NO: 30-2012-00619543-CU-OR-CJC CASE INIT.DATE: 12/19/2012

CASE TITLE: Rozier vs. U.S. Bank National Association, As Trustee, As Successor in Interest to Bank of America, National Association, As Trustee, Successor by Merger to LaSalle Bank National Association, As Trustee for RAAC 2007RP1

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 71652303

EVENT TYPE: Ex Parte

MOVING PARTY: David Eugene Rozier, Sr., as Trustee for the David Bear Irrevocable Living Trust

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 02/05/2013

APPEARANCES

David Eugene Rozier, Sr., as Trustee for the David Bear Irrevocable Living Trust , self represented
Plaintiff, present.

Yaron Shaham of SEVERSON & WERSON for defendants.

Plaintiff's seeks an ex-parte application for a Preliminary Injunction/TRO.

The court grants a Tempoarary Restraining Order against U.S. Bank National Association As Trustee as Successor in Interest to Bank of America, National Assocaition, As trustee Successor by Merger to LaSalle Bank National Assocaition as Trustee for RAAC 2007RP1 to restrain the foreclose of said premise for a 15 day period.

Karen Rozier shall prepare and submit an order for the court.

This case is reassigned to the Honorable Derek W. Hunt for all purposes, to be handled in conjunction with case number 30 2012 601310 ROZIER ETAL VS GMAC MORTGAGE ETAL

The matter is reassigned from Department CX103 to Department C24.

DATE: 02/06/2013

MINUTE ORDER

DEPT: CX103

Page 1
Calendar No.

Case 12-12020 (MG)

Page 82 of 269

Exhibit 13

EXHIBIT 13

Page 83 of 269

ELECTRONICALLY RECEIVED

Superior Court of California,
County of Orange

02/08/2013 at 01:39:55 PM

Clerk of the Superior Court
By Amy Van Arkel, Deputy Clerk

1 DAVID EUGENE ROZIER, SR.
DAVID BEAR IRREVOCABLE LIVING TRUST
2 7957 DAHLIA CIRCLE
BUENA PARK, CA 90620
3 (410) 458-3772
Propria Persona

FILED

FEB 13 2013

4
5 IN THE SUPERIOR COURT OF CALIFORNIA
6 ORANGE COUNTY

7 David Eugene Rozier, Sr., as Trustee for the
8 DAVID BEAR IRREVOCABLE LIVING TRUST

Plaintiffs,

9 vs.

10 U.S. BANK NATIONAL ASSOCIATION, As
Trustee, As Successor in Interest to BANK OF
11 AMERICA, NATIONAL ASSOCIATION, As
Trustee, Successor by Merger to LASALLE
12 BANK NATIONAL ASSOCIATION; As Trustee
RAMP 2007RP1; BANK OF AMERICA,
13 NATIONAL ASSOCIATION, As Trustee,
Successor by Merger to LASALLE BANK
14 NATIONAL ASSOCIATION; As Trustee RAMP
2007RP1; LASALLE BANK NATIONAL
15 ASSOCIATION; As Trustee RAMP 2007RP1;
WMC MORTGAGE COMPANY; PROSPER
16 MARKETPLACE, INC.; WACHOVIA DEALER
SERVICES; JOHN DOES 1-30.

Defendants.

Case No. 30-2012 00619543

**ORDER GRANTING TEMPORARY
RESTRAINING ORDER**

Page 84 of 269

1 Plaintiff sought an ex parte temporary restraining order to enjoin the foreclosure
2 sale of its property. Plaintiff alleges the house was scheduled for a foreclosure sale on
3 February 6, 2013, twenty-four (24) hours after postponement of a foreclosure sale from
4 February 5, 2013. Amongst other arguments, Plaintiff alleges defendants failed to
5 record all assignments of the trust, forged and falsified assignments of the trust and
6 substitution of the trustee, securitized any and all notes securing any interest in the
7 Deed. Plaintiff also alleges that defendant U.S. Bank National Association As Trustee, As
8 Successor in Interest to BANK OF AMERICA, NATIONAL ASSOCIATION, As Trustee,
9 Successor by Merger to LASALLE BANK NATIONAL ASSOCIATION; As Trustee RAMP
10 2007RP1 has not complied with the legal requirements for a valid non-judicial
11 foreclosure and violated a federal bankruptcy stay in order to record their interest in
12 the Deed in the county land records prior to initiating the foreclosure proceedings

13 Defendant U.S. Bank opposed the Plaintiff's motion. ~~However, Defendant U.S. Bank~~
14 ~~wanted the court to believe that it did not receive notice of the Ex Parte hearing. The~~
15 ~~court does not accept that argument as the Ex Parte hearing was held at 8:00 AM in a~~
16 ~~courtroom where neither party has previously appeared yet U.S. Bank was represented~~
17 ~~by counsel. Defendant U.S. Bank, through its counsel, admitted to being in court on~~
18 ~~Monday and Tuesday with the same Plaintiff, yet claimed it did not know the new sale~~
19 ~~date when asked something the court also has difficulty accepting given the urgency of~~
20 ~~the hearing. Therefore, the court must rely on Plaintiff's assertion that the sale was~~
21 ~~scheduled for later that same day.~~

22 Defendant U.S. Bank requested that the court order the Plaintiff to issue a bond but
23 failed to provide any evidence that it was in a position to make such a request. This

Page 85 of 269

1 ~~court finds it particularly troubling that U.S. Bank has failed to correct the property~~
2 ~~description of the subject property given the clear records from the Orange County Tax~~

3 ~~Assessor.~~

4 ~~After weighing the relevant factors, the court ordered that~~
5 ~~Because of the alleged imminent foreclosure sale, and because likelihood of success on~~

6 ~~the merits of her claim that defendants did securitize, assign, or sell or transferred any~~
7 ~~and all debt, loan or promissory note, Defendants, and their officers and agents, and~~

8 other persons in active concert or participation with defendants, who receive actual
9 notice of this order, are restrained from conducting a foreclosure sale for the following
10 property: **7597 Dahlia Circle Buena Park, California 90620**, from this day until

11 Thursday, February 21, 2012, at 5:00 p.m. ~~Furthermore, finding good cause exists,~~

12 ~~this court expressively prohibits the conduct of the sale within the seven-day period~~

13 ~~after the expiration or termination of this order.~~ The court further directed plaintiffs
14 ~~to prepare and submit an appropriate written TRO before the scheduled TRO hearing~~
15 ~~on February 6, 2013.~~

16 ~~A hearing will be held on whether to issue a preliminary injunction at 8:30 a.m. on~~

17 ~~February 21, 2013, in Department C24 of 700 Civic Center Drive in Santa Ana, CA.~~

18 ~~This case was transferred to Department C-24, with plaintiffs to seek and~~

19 ~~IT IS SO ORDERED.~~

20 ~~average a hearing there in order to obtain a preliminary injunction.~~

21 ~~Plaintiffs' allegations demonstrate a sufficient, I grant Plaintiff's request for a~~
~~temporary restraining order.~~

February 13, 2013

Honorable Ronald Bauer

Case 12-12020 (MG)

Page 86 of 269

Exhibit 14

EXHIBIT 14



FULLERTON POLICE DEPARTMENT

REQUEST FOR WRITTEN REPORT and/or PHOTOS

To be completed by party requesting information:

Requested Item(s):

Case Number: 13 - 30413

- ☒ Crime Report – \$15.00 (1st 20 pages, \$.15 each page thereafter)
☐ CAD Incident Report – \$.15 per page
☐ Photographs – \$26.00 photo CD
☐ Booking Photo (Bail Bond Agents Only) – \$5.00

If case number is not known please provide the following:

Date: _____ Time: _____ Type/Location of Incident: _____

Requested By: Karen Rozier
 Address: 7957 Dahlia Circle City: Buena Park Zip: 90620
 Home Phone: (714) 512 5740 Work/Cell Phone: (_____) _____

INVOLVEMENT: ☒ Victim ☐ Attorney (Must provide authorization for release of information)
☐ Other ☐ Insurance Company (Must show proof of representation)

Representing/Describe: _____

Signature: Karen M. Rozier
 (I am legally entitled to receive information on this case)

Date: 10/1/2014

To be completed by Supervisor:

Release of report is: ☐ Approved ☐ Denied

Reason for denial:

- ☐ Individual is only witness and not considered "involved" in incident.
☐ Release to arrested persons/suspects prohibited by Department Policy; copies may be obtained upon arraignment or through a subpoena.
☐ Release of report would endanger the successful completion of the investigation.
☐ Release of report would endanger the safety of a witness.
☐ Report contains information on juveniles; Court Order required to release the report.
☐ Miscellaneous Reports not available for release without a subpoena.
☐ Other: _____
☐ Special Instructions to Records: _____

Supervisor: _____ Date: _____
 Signature

Notification: (Attempt notification three different times. If unable to make notification, scan Request for Written Report to the appropriate file.)

	Date/Time	Initials	Results
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Report Released: Date: _____ Initials: _____

Case 12-12020 (MG)

Page 88 of 267

Exhibit 15

EXHIBIT 15

Page 89 of 269



BUENA PARK POLICE DEPARTMENT

Officer Report for Incident 13-18125

Nature: CITAST
Location: 88

Address: 7957 DAHLIA CIR
Buena Park CA 90620

Offense Codes: OTH2

Received By: Taniguchi M How Received: O Agency: BPPD
Responsible Officer: Dieringer R Disposition: CLO 05/23/13
When Reported: 12:05:42 05/23/13 Occurred Between: 12:05:42 05/23/13 and 12:05:42 05/23/13

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Offense Codes

Primary Offense: OTH2 All Other Reportable Offenses
Additional Offense: OTH2 All Other Reportable Offenses

Circumstances

Responding Officers:
Dieringer R

Unit :
026

Responsible Officer: Dieringer R
Received By: Taniguchi M
How Received: O Officer Report

When Reported: 12:05:42 05/23/13
Judicial Status:
Misc Entry:

BUENA PARK POLICE DEPARTMENT AUTHORIZED COPY
RELEASED TO: Karen Rozier
(NAMES OF PERSON AND/OR AGENCY)

NOTICE: This copy is not to be duplicated or transferred to another person or agency and is to be destroyed by the above named individual or agency upon completion of its original intended purpose.

10/1/14 CHIEF OF POLICE
(DATE OF RELEASE/RELEASING PERSONS NAME)

Agency: BPPD

Last Radio Log: **/**/**

Dispatch Clearance: RPT Report to
Follow/Crime/Arrest

Records Disposition: CLO Date: 05/23/13
Occurred between: 12:05:42 05/23/13
and: 12:05:42 05/23/13

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description
05/29/13	Name	ROZIER, KAREN MICHELE
		REPORTING PERSON

Page 90 of 269

Officer Report for Incident 13-18125

Page 2 of 3

Narrative

Dictated By: R. Dieringer, ID 799 CR No. 13-18125

SYNOPSIS:

Reporting party believes that her name was forged on her loan file.

NARRATIVE:

On 5-23-2013, at approximately 1120 hours, I responded to the front counter of the Buena Park Police Department where I spoke with reporting party, Karen Rozier.

Rozier stated she believed her name was fraudulently signed in her loan file and that this incident had occurred on December 3rd, 2005.

Rozier provided me a handwritten statement signed by her, Karen Rozier, outlining the violations which she believed had occurred. The following is a brief synopsis of that signed statement:

According to Rozier, someone had forged her name on the attached documents which were provided to the Buena Park Police Department. She stated that they're bad forgeries and they don't even look close to her signature. She also stated she did not type or sign the December 28th, 2005, note which was signed by an unknown person three days after the so-called loan closed and funded on December 23rd, 2005. The loan was rescinded on February 28th, 2006.

According to Rozier, she first became aware of this forgery around February 28th, 2013, when she received a copy of the loan file from Yaron Shaham. She stated that she previously suspected fraud in her file and thought it was limited to an attached notarized document with her middle name misspelled. She did not become aware of the forged signatures. She immediately contacted Shaham to make him aware of the forgeries. According to Rozier, he ignored her attempt to contact.

For further information, refer to attached signed statement.

Rozier also provided me with several copies of that loan file, where she stated the signatures were forged. I collected the copies and later scanned in the handwritten statement along with the photocopies into the Buena Park Police Department Records Management System.

Rozier requested that this report be taken for documentation purposes in accordance with the direction she received from the Orange County District Attorney's Office, who told her to go to the Buena Park Police Department and file this report.

Transcribed by: M. Kuhn, 06-02-13, 1544 hours

Dictated By: R. Dieringer, ID 799

Approved by: Sgt. M. Jones #572, Sun Jun 02 15:57:11 PDT 2013

Officer Report for Incident 13-18125

Page 3 of 3

Name Involvements:

REPORTING1523

PERSON :

Last: ROZIER

First: KAREN

Mid: MICHELE

DOB: 06/26/62

Dr Lic: B3260044

Address: 7957 DAHLIA CIR

Race: B

Sex: F

Phone: (714)522-4188

City: Buena Park, CA 90620

Case 12-12020 (MG)

Page 92 or 269

Exhibit 16

EXHIBIT 16

Borrower Mailing: 7957 DAHLIA CIRCLE, BUENA PARK, CA 90620
 Property Location: 7957 DAHLIA CIRCLE, BUENA PARK, CA 90620
 Lender: WNC MORTGAGE CORP., 1100 THORNTON AVENUE, BUREAU, CA 91304
 Loan Number: 11432468
 *UPDATED MAY 31, 2006

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
9.902 %	\$1,392,567.70	\$576,326.66	\$1,968,894.36

You have the right to receive at this time an itemization of the Amount Financed.
☒ I want an itemization. ☐ I do not want an itemization.

Payment Schedule

Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:	Number of Payments	Monthly Payments of	Payments are Due Monthly beginning:
36	3,312.00	February 1, 2006			
6	4,752.00	February 1, 2009			
6	5,232.00	August 1, 2009			
12	5,400.00	February 1, 2010			
299	5,749.86	February 1, 2011			
1	5,750.22	January 1, 2036			

NOTICE: DURING THE FIRST SIXTY (60) MONTHS INTEREST ONLY PAYMENTS WILL BE REQUIRED TO BE MADE. THIS MEANS THAT THE REGULAR MONTHLY PAYMENT WILL NOT REDUCE THE AMOUNT OWED DURING THE FIRST SIXTY (60) MONTHS OF YOUR LOAN.

YOUR INTEREST RATE MAY CHANGE DURING THE 'INTEREST ONLY PERIOD' EVERY 6 MONTHS BEGINNING AFTER THE FIRST CHANGE DATE AS DESCRIBED IN SECTION 4 OF THE NOTE.

Assuming the index remains unchanged for the life of the loan. The index used to calculate the APR is 4.990 %.

- ☐ This loan has a demand feature
☒ Variable Rate: Disclosures about the variable rate feature have been provided to you earlier.
☐ Variable Rate Not Applicable

Security: ☐ You are giving a security interest in the property being purchased
☒ Other (describe): 7957 DAHLIA CIRCLE, BUENA PARK, CA 90620

Late Charge: If payment is 15 days late, the penalty charge is 5.000 % of the payment.
 The minimum late charge is N/A The maximum late charge is N/A

Filing Fees/Recording Fees: \$

Prepayment: If you pay off this loan early, you ☒ may ☐ will not have to pay a penalty. And you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home
☒ will not be allowed to assume the remainder of this mortgage on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of this mortgage on the original terms.

Required Deposit: The annual percentage rate does not take into account your required deposit.

Property Insurance is required to obtain credit and may be obtained from anyone you want who is acceptable to this Lender.

☒ Property Insurance is not available through Lender.

☐ If you obtain Property Insurance from _____, you will pay \$ _____ for a term of _____.
 CREDIT LIFE AND DISABILITY INSURANCE are not required to obtain credit and will not be provided at the time of closing.
 You may be offered these plans after closing, but they are not in effect at this time. No such insurance will be in force until you have completed an application, the insurance company has issued the policy, and the effective date of that policy has been provided.

See your loan documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

'e' means estimate

I/we acknowledge receipt of a completed copy of this disclosure. SIGNED AND DATED:

Karen M. Rozier 15 June 06
 - Borrower - KAREN M ROZIER - DATE -



NOTICE OF RIGHT TO CANCEL

Surrogate:

LENDER: MHC MORTGAGE CORP.

DATE: December 23, 2006

LOAN NO:

TYPE: Conventional

3100 THORNTON AVENUE BURLINGAME, CA 94010
BORROWERS: KAREN M. ROSSER

UPDATED MAY 31, 2006

ADDRESS: 7157 DANIELA CIRCLE
CITY/STATE/ZIP: BUREA PARK, CA 94626
PROPERTY: 7157 DANIELA CIRCLE BUREA PARK, CA 94626

You are entering into a transaction that will result in a mortgage/loan/security interest in your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs LAST:

- (1) The date of the transaction, which is Dec 10, 2006;
- (2) The date you receive your Truth in Lending disclosure;
- (3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/loan/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/loan/security interest in your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unsafe for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing at:
3100 Thornton Ave. (Call Center)
Burlingame, CA 94010

You may use any written statement that is signed and dated by you and shows your intention to cancel under you may use this notice by doing and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of Dec 23, 2006 (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

WISH TO CANCEL

CONSUMER'S SIGNATURE

DATE

Each of the borrowers in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective as to all borrowers.

I acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL.

Karen M. Rosser June 06
BORROWER - KAREN M. ROSSER - DATE

DO NOT WRITE IN THESE SPACES

DO NOT WRITE IN THESE SPACES

Case 12-12020 (MG)

Page 96 of 269

Exhibit 17

EXHIBIT 17